

EXHIBIT A



Aiken County Second Judicial Circuit Public Index



[Aiken County Home Page](#) [South Carolina Judicial Department Home Page](#) [SC.GOV Home Page](#)

Switch View

Lynn Freeman VS Progressive Direct Insurance Company

Case Number:	2021CP0202189	Court Agency:	Common Pleas	Filed Date:	10/15/2021
Case Type:	Common Pleas	Case Sub Type:	Breach of Cont 140	File Type:	Mediator - Jury
Status:	Pending/ADR	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

[Case Parties](#) [Judgments](#) [Tax Map Information](#) [Associated Cases](#) [Actions](#) [Financials](#)

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Freeman, Lynn	ADR/Alternative Dispute Resolution (Workflow)	Action		05/13/2022-15:45		
Freeman, Lynn	NEF(11-04-2021 01:51:06 PM) Service/Certificate Of Servi...	Filing		11/04/2021-14:15		
Freeman, Lynn	Service/Certificate Of Service Certified Mail on Progressive	Filing		11/04/2021-13:51		
Freeman, Lynn	NEF(10-20-2021 01:32:23 PM) Filing/Other	Filing		10/20/2021-13:42		
Freeman, Lynn	Amended Exhibits to Summons and Complaint	Filing		10/20/2021-13:32		
Freeman, Lynn	Summons & Complaint	Filing		10/15/2021-15:45		

CMSWeb 6.1 © 2019 South Carolina Judicial Branch • All rights reserved

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) SECOND JUDICIAL CIRCUIT
 COUNTY OF AIKEN)
) C.A. No. _____
 LYNN FREEMAN, on behalf of) (JURY-TRIAL DEMANDED)
 themselves and all others similarly
 situated,)
 PLAINTIFF,)
)
 vs.)
)
 PROGRESSIVE DIRECT)
 INSURANCE COMPANY,)
)
 DEFENDANT.)

SUMMONS

TO: THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to the Complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

/s/Shane W. Rogers
 Doug Smith (SC Bar No. 5222)
 Shane W. Rogers (SC Bar No. 16701)
 Johnson, Smith, Hibbard & Wildman Law Firm, L.L.P.
 220 N. Church Street, Suite 4 (29306)
 Post Office Drawer 5587
 Spartanburg, South Carolina 29304
 Telephone: (864) 582-8121
 Facsimile: (864) 585-5328
 Email: dsmith@jshwlaw.com
 Email: srogers@jshwlaw.com

and

HANK BATES, *pro hac forthcoming*
 TIFFANY WYATT OLDHAM, *pro hac forthcoming*

LEE LOWTHER, *pro hac forthcoming*
JAKE G. WINDLEY, *pro hac forthcoming*
CARNEY BATES & PULLIAM, PLLC
519 W. 7th St.
Little Rock, AR 72201
Tel: (501) 312-8500
Fax: (501) 312-8505

Counsel for Plaintiff and the Proposed Class

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF AIKEN) C.A. No.: _____
) (JURY TRIAL DEMANDED)
LYNN FREEMAN, on behalf of)
herself and all others similarly situated,)
)
) PLAINTIFF,) CLASS ACTION COMPLAINT
)
vs.)
)
PROGRESSIVE DIRECT)
INSURANCE COMPANY,)
)
) DEFENDANT.)
)

Plaintiff Lynn Freeman (“Plaintiff”), brings this class action on behalf of herself and all others similarly situated, by and through undersigned counsel, and for her Complaint against Progressive Direct Insurance Company (“Defendant” or “Progressive”) states and alleges as follows:

INTRODUCTION

1. This is a class action in which Plaintiff seeks to represent Progressive insureds in South Carolina who received a payment for the loss of a totaled vehicle where Progressive used valuation reports prepared by Mitchell International, Inc. (“Mitchell”) to determine the actual cash value of the loss vehicles. Under the terms of its insurance policies, Progressive has a duty to pay, and represents that it does pay, the actual cash value of a loss vehicle when adjusting total loss claims. By using Mitchell valuation reports, Progressive systemically thumbs the scale against its insureds when calculating the actual cash value of their loss vehicles by applying so-called “Projected Sold Adjustments.”

2. Instead of using the internet list price of comparable vehicles, Progressive improperly reduce that price, and in turn the valuation amount, by applying Projected Sold

Adjustments without any documentation that the assumed discount was available. These adjustments are based on the factually erroneous assumption that, during the Class period, insureds would be able to negotiate a reduction in the list price of comparable used automobiles, which during the Class period would be highly atypical and contrary to the modern used car industry's market pricing and inventory management practices.

3. The adjustments also are contrary to appraisal standards and methodologies that do not permit arbitrary adjustments not based on observed and verifiable data. The impropriety and arbitrariness of Progressive's Projected Sold Adjustments are further demonstrated by the fact that (a) they are not applied by the major competitor of Progressive's vendor Mitchell and (b) not applied by Progressives to insureds in other states, including California and Washington.

4. This pattern and practice of undervaluing comparable and total loss vehicles when paying automobile total loss claims through the systemic use of these factually erroneous adjustments, which benefits the insurer at the expense of the insured, violates Progressive's policies with its insureds.

JURISDICTION AND VENUE

5. Plaintiff and all proposed class members are citizens of the State of South Carolina. Progressive is an insurance company authorized to do business in the State of South Carolina, and, at all relevant times hereto, was engaged in the marketing, sale, and issuance of automobile insurance policies in the State of South Carolina.

6. The compensatory damages being sought by Plaintiff do not exceed \$75,000, and no individual member of the Class would possess a compensatory damage claim in excess of \$75,000. Additionally, the aggregate compensatory damages (in the

amount of Projected Sold Adjustments wrongfully deducted), claimed by Plaintiff and the Class are believed to be below the \$5,000,000 federal jurisdictional threshold under the Class Action Fairness Act (“CAFA”).

7. Accordingly, this Court has jurisdiction over the parties and the subject matter of this lawsuit.

8. Venue is proper pursuant to SC Code § 15-7-70.

PARTIES

9. Plaintiff Lynn Freeman resides in Aiken County and is a citizen of the State of South Carolina. At all relevant times hereto, Plaintiff was contracted with Progressive for automobile insurance. On or about May 19, 2021, Plaintiff's insured vehicle was deemed a total loss.

10. Defendant Progressive is an automobile insurance company that owns numerous offices throughout the United States, including the State of South Carolina. Defendant's corporate headquarters are located at 6300 Wilson Mills Road, Mayfield Village, Ohio 44143. Defendant conducts business in South Carolina through insurance agents and other company personnel.

FACTUAL ALLEGATIONS

11. Plaintiff owned a 2020 Chevrolet Equinox LS that was deemed a total loss on or around May 19, 2021.

12. Like all members of the putative Class, Plaintiff made a first-party property damage claim with Progressive.

13. Like all members of the putative Class, Progressive declared Plaintiff's vehicle to be a total loss.

14. Pursuant to the terms of its contracts, which have been substantively identical for all putative Class members during the Class period, Progressive elected to pay Ms. Freeman the actual cash value of the insured vehicle.

15. When calculating its valuations and claims payments, Progressive systemically employs a routine “total loss settlement process.” The process has no material differences relevant to this action.

16. This process involves obtaining a “Vehicle Valuation Report” from Mitchell and then using and relying upon the valuation provided to determine the benefit payment under the insured’s policy.

17. Progressive provided a Vehicle Valuation Report to Ms. Freeman on or around May 19, 2021. *See Exhibit 1.*

18. Progressive valued Plaintiff’s total loss claim at \$20,531.63¹ and paid Plaintiff that amount as the actual cash value of his totaled vehicle.

19. To arrive at that valuation, the Vehicle Valuation Report provided the prices of three different comparable vehicles advertised for sale online and applied a Projected Sold Adjustment of approximately 5% to each one. *Id.* at 5–6.

20. Progressive provides no data specific to the comparable vehicles or any explanation of industry practices in its Vehicle Valuation Reports to support *any* Projected Sold Adjustment, much less the specific downward adjustments used in Plaintiff’s valuation reports. Instead, the *only* explanation is buried on the last page of each report, stating in full: “Projected Sold Adjustment – an adjustment to reflect consumer purchasing behavior (negotiating a different price than the listed price).” *See Exhibit 1 at 7.*

¹ This amount is before the applicable deductible and does not include tax, title, and transfer fees.

21. In truth, Progressive's Projected Sold Adjustments do not reflect market realities (the context in which "consumer behavior" occurs) and run contrary to customary automobile dealer practices and inventory management, where list prices are priced to market to reflect the intense competition in the context of internet pricing and comparison shopping. A negotiated price discount would be highly atypical and therefore is not proper to include in determining actual cash value. The inclusion of this significant downward adjustment purportedly to "reflect consumer purchasing behavior" is particularly improper in the context of this action—insureds who have suffered a total loss of their vehicle and need to procure a replacement have limited time to search out the illusory opportunity to obtain the below-market deal Progressive assumes always exists without any explanation or support.

22. Moreover, Progressive's Projected Sold Adjustments are contrary to appraisal standards. There are multiple generally-recognized and acceptable methodologies for determining actual cash value, including use of comparable vehicles. Progressive begins the process of valuing loss vehicles using a comparative methodology but improperly deviates from that process by thumbing the scales against its insureds. Progressive documents the loss vehicle's and each comparable vehicle's mileage, options, and trim, which are compared in the report, and makes dollar adjustments accordingly. Plaintiff does not challenge these documented adjustments. At this stage of the process, Progressive abandons the comparative methodology and applies adjustments that are contrary to proper appraisal methodologies for determining actual cash value. Appraisers use advertised prices and only make adjustments based on observed and verifiable data;

appraisal standards do not permit arbitrary adjustments from the advertised price based upon undocumented and unverifiable projections and assumptions.

23. The impropriety and arbitrariness of Progressive's Projected Sold Adjustments are further demonstrated by the fact that Mitchell's primary competitor in providing valuation reports to insurance companies—CCC Intelligent Solutions—does not apply these adjustments. Instead, CCC Intelligent Solutions uses list prices.

24. The impropriety and arbitrariness of Progressive's Projected Sold Adjustments are further demonstrated by the fact that it does not apply these adjustments when valuing total losses in California and Washington. There is no justification for applying these adjustments when valuing total losses in South Carolina while not subjecting California and Washington claimants to the same negative adjustments.

25. Ms. Freeman and each member of the Class was damaged by Progressive's application of these Projected Sold Adjustments because they were not paid the actual cash value they would have received had Progressive applied proper methodologies and appraisal standards consistent with its contractual obligations and representations.

26. Were it not for this improper, factually erroneous adjustment, the "Market Value" in each valuation report would have been higher, resulting in a higher payment to insureds for actual cash value. *Id.* at 1. Specifically, were it not for this unfounded, factually erroneous adjustment, Progressive's payment of actual cash value to Ms. Freeman would have been \$1,080 higher,² before adding the related increase in payments for applicable sales taxes.

² \$1,080 is the average of the Projected Sold Adjustments applied to each of the three comparable vehicles in Plaintiff's valuation report.

CLASS ACTION ALLEGATIONS

27. This action is brought by Plaintiff as a class action, on his own behalf and on behalf of all others similarly situated, under the provisions of Rule 23 of the South Carolina Rules of Civil Procedure, for declaratory judgment and monetary restitution, plus interest, injunctive relief, costs, and attorney's fees. Plaintiff seeks certification of this action as a class action on behalf of the following class (the "Class"):

All persons insured by a contract of automobile insurance issued by Progressive to a South Carolina resident, and who, from the earliest allowable time through the date of resolution of this action, received a first-party total loss valuation and payment that included a downward adjustment premised on a "Projected Sold Adjustment" or similar adjustment.

28. Excluded from the Class are Defendant, any parent, subsidiary, affiliate, or controlled person of Defendant, as well as the officers and directors of Defendant and the immediate family members of any such person. Also excluded is any judge who may preside over this cause of action.

29. The exact number of the Class, as herein identified and described, is not known, but it is estimated to be at least one hundred. Accordingly, the Class is so numerous that joinder of individual members herein is impracticable.

30. There are common questions of law and fact in the action that relate to and affect the rights of each member of the Class, and the relief sought is common to the entire class. In particular, the common questions of law and fact include:

- a. Whether Progressive systemically applied Projected Sold Adjustments or substantially similar adjustments to calculate the value of total loss vehicles;
- b. Whether, through the above referenced practice, Progressive failed to pay its insureds the actual cash value of their loss vehicles;

- c. Whether, through the above referenced practice, Progressive breached its contracts with its insureds;
- d. Whether Plaintiff and the Class are entitled to declaratory and injunctive relief; and
- e. Whether Plaintiff and the Class are entitled to compensatory damages in the amount of the invalid adjustment applied to Plaintiff's and each Class member's valuation.

31. The claims of the Plaintiff, who is representative of the Class herein, are typical of the claims of the proposed Class, in that the claims of all members of the proposed Class, including the Plaintiff, depend on a showing of the same acts of Progressive giving rise to the right of Plaintiff to the relief sought herein. There is no conflict between the individually named Plaintiff and other members of the proposed Class with respect to this action, or with respect to the claims for relief set forth herein.

32. The named Plaintiff is the representative party for the Class, and is able to, and will fairly and adequately, protect the interests of the Class. The attorneys for Plaintiff and the Class are experienced and capable in complex civil litigation, insurance litigation, and class actions.

33. The amount in controversy for each Class member exceeds \$100.00.

FIRST CAUSE OF ACTION
BREACH OF CONTRACT

34. Plaintiff hereby repeats and realleges all preceding paragraphs contained herein.

35. Progressive's insurance contract with its insureds provides coverage for the total loss of a vehicle on the basis of actual cash value or replacement with another of like

kind and quality. Moreover, in determining the actual cash value of a total loss vehicle, Progressive must consider the vehicle's fair market value at the time of loss.

36. Through the use of improper and unfounded Projected Sold Adjustments in Mitchell Valuation Reports, Progressive handled, adjusted, and paid Plaintiff's claim, and the claims of the members of the putative Class, for less than the actual cash value required by Progressive's insurance contracts.

37. Progressive's breaches have resulted in a systemic failure to pay the actual cash value of total loss vehicles as required under the contract.

38. Progressive's breaches of contract and violations of law have caused damages to Plaintiff and the Class. Plaintiff's and proposed Class members' damages include the amounts improperly deducted by Progressive from the insureds' payments on the basis of a Projected Sold Adjustment. Specifically, Plaintiff's damages are \$1,080, exclusive of the taxes and fees owed on that amount, plus pre-judgment and post-judgment interest.

SECOND CAUSE OF ACTION **DECLARATORY JUDGMENT**

39. Plaintiff hereby repeats and realleges all preceding paragraphs contained herein.

40. A judiciable dispute between Plaintiff and the proposed Class and Progressive is before this Court under S.C. Code Ann. §15-53-10, *et seq.* concerning the construction of the auto insurance policies issued by Defendant and the rights arising under that policy.

41. Plaintiff, for herself and on behalf of the Class, seeks a declaration of rights and liabilities of the parties herein. Specifically, Plaintiff is seeking a declaration that in

paying total loss claims with first-party insureds, it is a breach of the insurance contract with Progressive for Progressive to base the valuation and payment of claims on values of comparable vehicles that have been reduced by factually erroneous Projected Sold Adjustments.

42. Progressive's unlawful common policy and general business practice of applying Projected Sold Adjustments is ongoing. Accordingly, Progressive has breached, and continues to breach, the express terms of its contracts of insurance with Plaintiff and members of the Class requiring it to settle total loss claims on the basis of the total loss vehicle's actual cash value.

43. As a result of these breaches of contract, Plaintiff and the proposed Class members have been injured. Plaintiff's and proposed Class members' damages include the amounts illegally deducted by Progressive from the insureds' payments.

44. Plaintiff seeks a declaration that Progressive's application of unfounded Projected Sold Adjustments results in a valuation of less than the actual cash value Progressive is required under its insurance contracts to pay insureds.

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, respectfully requests that this Court:

- a) determine that this action may be maintained as a class action under Rule 23 of the South Carolina Rules of Civil Procedure, appoint Plaintiff as class representative, and appoint undersigned counsel as Class Counsel;
- b) enter an order finding that Progressive's actions described herein constitute a breach of contract;

- c) enter a declaratory judgment that in paying total loss claims with first-party insureds, it is a breach of the insurance contract with Progressive for Progressive to base the valuation and payment of claims on values of comparable vehicles that have been reduced by Projected Sold Adjustments;
- d) enter further relief based on the declaratory judgment including an order enjoining Progressive from basing the valuation and payment of claims on values of comparable vehicles that have been reduced by Projected Sold Adjustments;
- e) enter an order requiring Progressive to pay compensatory damages to Plaintiff and all members of the putative Class in the amount of 100% of the proceeds that Progressive wrongfully deducted from its insureds' payments in the form of Projected Sold Adjustments and related underpayment of taxes;
- f) award pre-judgment and post-judgment interest at the maximum rate permitted by applicable law;
- g) award reasonable attorneys' fees and costs pursuant to applicable law; and
- h) grant such other legal and equitable relief as the Court may deem appropriate.

JURY DEMAND

Plaintiff and the Class members hereby request a trial by jury.

Respectfully submitted,

/s/Shane W. Rogers

Doug Smith (SC Bar No. 5222)
Shane W. Rogers (SC Bar No. 16701)
Johnson, Smith, Hibbard & Wildman Law Firm, L.L.P.
220 N. Church Street, Suite 4 (29306)
Post Office Drawer 5587
Spartanburg, South Carolina 29304
Telephone: (864) 582-8121
Facsimile: (864) 585-5328
Email: dsmith@jshwlaw.com
Email: srogers@jshwlaw.com

and

HANK BATES, *pro hac forthcoming*
TIFFANY WYATT OLDHAM, *pro hac forthcoming*
LEE LOWTHER, *pro hac forthcoming*
JAKE G. WINDLEY, *pro hac forthcoming*
CARNEY BATES & PULLIAM, PLLC
519 W. 7th St.
Little Rock, AR 72201
Tel: (501) 312-8500
Fax: (501) 312-8505

Counsel for Plaintiff and the Proposed Class



Vehicle Valuation Report

Prepared For: Progressive Group of Insurance Companies (800) 321-9843

ELECTRONICALLY FILED - 2021 Oct 20 1:32 PM - AIKEN - COMMON PLEAS - CASE#2021CP0202189

Claim Information

Claim Number	Policy Number	Loss Type	Owner
21-7033227-01		COLLISION	LYNN FREEMAN 500 DATE PALM CIRCLE AIKEN, SC 29803 +1-803-6711069
Loss Date	Reported Date	Valuation Report Date	Valuation Report ID
05/11/2021	05/11/2021	05/19/2021	1012257687
			Version Number
			1

Vehicle Information

Year	Make	Model	Location	Mileage
2020	Chevrolet	Equinox LS 4 Door Utility 107" WB 1.5L 4 Cyl Gas Turbocharged A FWD	SC 29803	23,122 miles
Ext Color	License	VIN	Title History	
Summit White		3GNAXHEV2LS547830	No	

Valuation Summary

Loss Vehicle Adjustments

Adjustments specific to your vehicle

Base Value =	\$20,531.63
Condition	\$0.00
Prior Damage	\$0.00
Aftermarket Parts	\$0.00
Refurbishment	\$0.00
Market Value =	<u>\$20,531.63</u>

**Settlement Value:
\$18,531.63**

Settlement Adjustments

Adjustments specific to your policy

Deductible -	\$2,000.00
Settlement Value =	<u>\$18,531.63</u>



Mitchell WorkCenter

Total Loss

© 2018 Mitchell International, Inc. All Rights Reserved.

Loss Vehicle Detail

Loss vehicle: 2020 Chevrolet Equinox | LS 4 Door Utility 107" WB | 1.5L 4 Cyl Gas Turbocharged A FWD

Standard Equipment

Exterior

Active aero shutters	Door handles, body-color
Glass, acoustic, laminated windshield	Glass, solar absorbing, light
Headlamp control, automatic on and off with automatic delay	Headlamp control, IntelliBeam auto high beam
Headlamps, halogen composite	Liftgate, rear manual
Mirror caps, Black	Mirrors, outside heated power-adjustable, manual-folding
Tire, compact spare, T135/70R16 blackwall	Tires, P225/65R17 all-season blackwall (FWD only.)
Trim, Black lower window	Wheel, spare, 16" (40.6 cm) steel
Wheels, 17" (43.2 cm) aluminum	

Interior

4G LTE Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)	Air conditioning, semi-automatic, single-zone
Antenna, roof-mounted (Black.)	Assist handle, driver
Assist handle, front passenger	Assist handles, rear outboard
Audio system feature, 6-speaker system	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable.
Bluetooth for phone personal cell phone connectivity to vehicle audio system (Go to my.chevrolet.com/team to find out which phones are compatible with the vehicle.)	Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Cruise control, electronic with set and resume speed	Defogger, rear-window electric
Display, driver instrument information enhanced, monochromatic	Door locks, power with lock-out protection
Floor mats, carpeted front	Floor mats, carpeted rear
Head restraints, 2-way adjustable (up/down), front	Keyless Open includes extended range Remote Keyless Entry with lock and unlock feature.
Keyless Start, push-button	Map pocket, driver seatback
Map pocket, front passenger seatback	Mirror, inside rearview manual day/night
Noise control system, active noise cancellation	Power outlet, cargo area auxiliary, 12-volt
Power outlet, front auxiliary, 12-volt	Remote panic alarm
Seat adjuster, driver 4-way manual, fore/aft, up/down	Seat adjuster, front passenger 4-way manual
Seat trim, premium cloth	Seat, rear split-folding with center armrest
Seats, front bucket	Shift lever, chrome-trimmed
SiriusXM Radio delete	Speedometer, miles/kilometers
Steering column, tilt and telescoping	Steering wheel controls, audio, phone interface and driver information center controls
Steering wheel, 3-spoke, deluxe	Theft-deterrent system, unauthorized entry
USB charging-only ports, 2, located in the rear of the floor console	USB ports, 2, with auxiliary input jack, located in front center stack storage area
Visors, driver and front passenger illuminated vanity mirrors, covered	Window, power with driver Express-Up and Down

Window, power with front passenger Express-Down

Windows, power, rear with express-down

Mechanical

Axle, 3.50 final drive ratio (FWD only.)

Brake lining, high-performance, noise and dust performance

Brake, electronic parking

Brakes, 4-wheel antilock, 4-wheel disc 16" front and rear

Driver Shift Controls

Engine control, stop-start system

Exhaust, single outlet

Front-wheel drive

Fuel, gasoline, E15

GVWR, 4464 lbs. (2025 kg) (FWD only.)

Mechanical jack with tools

Suspension, front MacPherson strut

Suspension, rear 4-link

Safety

Airbags, dual-stage, frontal, driver and right front passenger with Passenger Sensing System, thorax side-impact, seat mounted, driver and right front passenger, roof-rail, side front and rear outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Automatic Emergency Braking

Daytime Running Lamps, separate cavity, LED

Door locks, rear child security, manual

Following Distance Indicator

Forward collision alert

Front Pedestrian Braking

Horn, dual-note

Lane Keep Assist with Lane Departure Warning

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Rear seat reminder

Rear vision camera

StabiliTrak, stability control system with Traction Control

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor, manual learn with Tire Fill Alert (Does not apply to spare tire.)

Packages**LICENSE PLATE FRONT MOUNTING PACKAGE****LS CONVENIENCE PACKAGE**

includes (AG1) 8-way power driver seat adjuster, (AL8) 2-way power driver lumbar control and (AK0) deep-tinted rear glass

Optional Equipment

GLASS, DEEP-TINTED, REAR

LPO, WHEEL LOCKS

SEAT ADJUSTER, DRIVER 8-WAY POWER WITH 2-WAY POWER LUMBAR

*DIO/PIO = Dealer/Port Installed Options

Loss Vehicle Base Value

Loss vehicle: 2020 Chevrolet Equinox | LS 4 Door Utility 107" WB | 1.5L 4 Cyl Gas Turbocharged A FWD

Comparable Vehicle Information

Search Radius used for this valuation: 75 miles from loss vehicle zip/postal code.

Typical Mileage for this vehicle: 11,000 miles

#	Vehicle Description	Mileage	Location	Distance From Loss Vehicle	Price	Adjusted Value
1	2020 CHEVROLET EQUINOX LS 4D SUV 4 1.5TURBO GAS A 2WD	11,899	30907	23 miles	\$23,887.00 List Price	\$22,358.95
2	2020 CHEVROLET EQUINOX LS 4D SUV 4 1.5TURBO GAS A 2WD	15,084	29824	31 miles	\$20,865.00 List Price	\$19,309.18
3	2020 CHEVROLET EQUINOX LS 4D SUV 4 1.5TURBO GAS A 2WD	18,261	30401	73 miles	\$21,490.00 List Price	\$19,926.75
						Base Value: \$20,531.63

Loss Vehicle Adjustments

Loss vehicle: 2020 Chevrolet Equinox | LS 4 Door Utility 107" WB | 1.5L 4 Cyl Gas Turbocharged A FWD

Condition Adjustments

Condition Adjustment: \$0.00

Overall Condition: 3.00-Good

Typical Vehicle Condition: 3.00

Category	Condition	Comments
Interior		
HEADLINER	3 Good	accident related
GLASS	3 Good	no damage
CARPET	3 Good	some non permanent soiling/staining
DASH/CONSOLE	3 Good	non permanent marks/soiling, small cut/gouge
DOORS/INTERIOR PANELS	3 Good	non permanent marks/soiling, 1 to 2 small cuts/gouges
SEATS	3 Good	some non permanent soiling/staining, single permanent soil
Exterior		
TRIM	3 Good	minimal surface scratches
BODY	3 Good	isolated ding, rt roof rail
VINYL/CONVERTIBLE TOP	Typical	
PAINT	3 Good	isolated small scratches
Mechanical		
ENGINE	3 Good	some oil/fluid building around covers and gaskets
TRANSMISSION	3 Good	some oil/fluid building around covers and gaskets
Tire	3 Good	R 5/32, R 5/32, R 8/32, R 8/32

Typical Vehicle Condition reflects a condition similar to the same year, make and model. Amount of wear and tear/ damage consistent with its age.

Comments:

Comparable Vehicles

Loss vehicle: 2020 Chevrolet Equinox | LS 4 Door Utility 107" WB | 1.5L 4 Cyl Gas Turbocharged A FWD

2020 CHEVROLET EQUINOX LS 4D SUV 4 1.5 TURBO GAS A2WD				List Price: \$23,887.00
VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
3GNAXHEV9LS875417	CUT002541	05/15/2021	30907	23 miles
Source				
DEALER WEB LISTING - BUILDSHEET - AUTOTRADER.COM	Adjustments	Loss Vehicle	This Vehicle	Amount
MILTON RUBEN CHEVROLET 3516 WASHINGTON RD AUGUSTA GA 30907 706-868-0588	Projected Sold Adjustment			-\$1,171.00
	Mileage	23,122	11,899	-\$1,048.05
	Equipment			
	LICENSE PLATE FRONT MOUNTING PACKAGE	Yes	No	\$34.55
	LS CONVENIENCE PACKAGE	Yes	No	\$591.66
	LPO, WHEEL LOCKS	Yes	No	\$64.79
	Total Adjustments:			-\$1,528.05
	Adjusted Price:			\$22,358.95

2 2020 CHEVROLET EQUINOX LS 4D SUV 4 1.5 TURBO GAS A2WD List Price: \$20,865.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
3GNAXHEV0LS527060	26791	03/04/2021	29824	31 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - CARS.COM	Projected Sold Adjustment			-\$1,019.00
PENDARVIS CHEVROLET	Mileage	23,122	15,084	-\$623.61
650 AUGUSTA RD	Equipment			
EDGEFIELD SC 29824	LICENSE PLATE FRONT MOUNTING PACKAGE	Yes	No	\$30.19
803-637-3137	LPO, WHEEL LOCKS	Yes	No	\$56.60
				Total Adjustments: -\$1,555.82
				Adjusted Price: \$19,309.18

Comparable Vehicle Package Details:

LS CONVENIENCE PACKAGE (SEAT ADJUSTER, DRIVER 8-WAY POWER WITH 2-WAY POWER LUMBAR, GLASS, DEEP-TINTED, REAR)

3 2020 CHEVROLET EQUINOX LS 4D SUV 4 1.5 TURBO GAS A2WD List Price: \$21,490.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
3GNAXHEV2LS683763	233028B	03/04/2021	30401	73 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - CARS.COM	Projected Sold Adjustment			-\$1,050.00
DANIELS CHEVROLET BUICK GMC TRUCKS	Mileage	23,122	18,261	-\$342.26
365 E MAIN ST	Equipment			
SWAINSBORO GA 30401	LPO, FLOOR LINER PACKAGE	No	Yes	-\$229.28
478-237-4111	LPO, WHEEL LOCKS	Yes	No	\$58.29
				Total Adjustments: -\$1,563.25
				Adjusted Price: \$19,926.75

Comparable Vehicle Package Details:

LICENSE PLATE FRONT MOUNTING PACKAGE

LS CONVENIENCE PACKAGE (SEAT ADJUSTER, DRIVER 8-WAY POWER WITH 2-WAY POWER LUMBAR, GLASS, DEEP-TINTED, REAR)

LPO, FLOOR LINER PACKAGE

Sub-Model Comparison

Sub-Model Description	Configuration	Original MSRP
2020 Chevrolet Equinox LS	4 Door Utility 107" WB 1.5L 4 Cyl Gas Turbocharged FWD	\$26,300.00

Vehicle Valuation Methodology Explanation

WorkCenter Total Loss was designed and built in conjunction with J.D. Powers, experts in data analysis and vehicle pricing and a highly trusted name among consumers. With years of experience in vehicle pricing, J.D. Power is a credible, third-party expert whose name provides consumer recognition and confidence. WCTL provides a consistent methodology across all vehicles and it includes valid comparable vehicles that most closely resemble the totaled vehicle and are similar to the vehicles a consumer would find in their own research.

WorkCenter Total Loss produces accurate and easy-to-understand vehicle valuations via this five step process:

Step 1 - Locate Comparable Vehicles

Locate vehicles that are the closest match to the loss vehicle in the same market area. WorkCenter Total Loss utilizes consumer-based vehicle sources along with inventory directly from Dealerships. When available WCTL also provides sold vehicle records from sources such as J.D. Powers.

Step 2 - Adjust Comparable Vehicles

Make adjustments to the prices of the comparable vehicles. The comparable vehicles are identical to the loss vehicle except where adjustments are itemized. There are several types of comparable vehicle adjustments

- Projected Sold Adjustment - an adjustment to reflect consumer purchasing behavior (negotiating a different price than the listed price).
- Mileage Adjustment - an adjustment for differences in mileage between the comparable vehicle and the loss vehicle.
- Equipment- adjustments for differences in equipment between the comparable vehicle (e.g. equipment packages and options) and the loss vehicle.

Step 3 - Calculate Base Vehicle Value

The base vehicle value is calculated by averaging the adjusted prices of the comparable vehicles.

Step 4 - Calculate Loss Vehicle Adjustments

There are four types of loss vehicle adjustments:

- Condition Adjustment:
Adjustments to account for the condition of the loss vehicle prior to the loss.
- Prior Damage Adjustment:
Adjustments to account for any prior damage present on the loss vehicle prior to the loss.
- After Market Part Adjustment:
Adjustments to account for any after market parts present on the loss vehicle prior to the loss.
- Refurbishment Adjustment:
Adjustments to account for any refurbishment performed on the loss vehicle prior to the loss.

Step 5 - Calculate the Market Value

The Market Value is calculated by applying the loss vehicle adjustments to the base value.

Certificate of Electronic Notification

Recipients

Shane Rogers - Notification transmitted on 10-20-2021 01:33:30 PM.

***** **IMPORTANT NOTICE - READ THIS INFORMATION *******
NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2021CP0202189

Official File Stamp: 10-20-2021 01:32:23 PM
Court: CIRCUIT COURT
Common Pleas
Aiken
Case Caption: Lynn Freeman VS Progressive Direct Insurance Company
Document(s) Submitted: Filing/Other
Filed by or on behalf of: Shane William Rogers

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:

Shane William Rogers for Lynn Freeman

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

Progressive Direct Insurance Company

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN)	
)	C.A. No. 2021CP0202189
LYNN FREEMAN, on behalf of)	
themselves and all others similarly)	
situated,)	
PLAINTIFF,)	
)	
vs.)	CERTIFICATE OF SERVICE
)	
PROGRESSIVE DIRECT)	
INSURANCE COMPANY,)	
)	
DEFENDANT.)	
)	

The undersigned does hereby certify that he served the within Summons and Petition upon Defendant Progressive Direct Insurance Company by depositing a copy of the same into the United States Mail, Certified Mail, Return Receipt Requested, Restricted Delivery, to the South Carolina Department of Insurance, pursuant to South Carolina Code § 38-5-70, with postage prepaid, in the correct amount and addressed as follows:

Steven R. Du Bois, Administrative Coordinator
 South Carolina Department of Insurance
 P.O. Box 100105
 Columbia, SC 29202

which was delivered on October 20, 2021, as evidenced by the Certified Mail Receipt and tracking confirmation shown in EXHIBIT A attached hereto, and further reflected by service accepted by letter from the South Carolina Department of Insurance dated October 20, 2021, attached hereto as EXHIBIT B.

/s/Shane W. Rogers

 Doug Smith (SC Bar No. 5222)
 Shane W. Rogers (SC Bar No. 16701)
 Johnson, Smith, Hibbard & Wildman Law Firm, L.L.P.
 220 N. Church Street, Suite 4 (29306)

Post Office Drawer 5587
Spartanburg, South Carolina 29304
Telephone: (864) 582-8121
Facsimile: (864) 585-5328
Email: dsmith@jshwlaw.com
Email: srogers@jshwlaw.com

and

HANK BATES, *pro hac forthcoming*
TIFFANY WYATT OLDHAM, *pro hac forthcoming*
LEE LOWTHER, *pro hac forthcoming*
JAKE G. WINDLEY, *pro hac forthcoming*
CARNEY BATES & PULLIAM, PLLC
519 W. 7th St.
Little Rock, AR 72201
Tel: (501) 312-8500
Fax: (501) 312-8505

Counsel for Plaintiffs and the Proposed Class

November 4, 2021
Spartanburg, South Carolina

EXHIBIT A



[FAQs >](#)

ELECTRONICALLY FILED - 2021 Nov 04 1:51 PM - AIKEN - COMMON PLEAS - CASE#2021CP0202189

[Track Another Package +](#)**Tracking Number:** 9415411899561397747103[Remove X](#)

Your item was delivered at 7:32 am on October 20, 2021 in COLUMBIA, SC 29201.

USPS Tracking Plus™ Available **Delivered**

October 20, 2021 at 7:32 am
COLUMBIA, SC 29201

Get Updates

Text & Email Updates

Tracking History

October 20, 2021, 7:32 am

Delivered

COLUMBIA, SC 29201

Your item was delivered at 7:32 am on October 20, 2021 in COLUMBIA, SC 29201.

October 20, 2021, 2:24 am

Arrived at Post Office

WEST COLUMBIA, SC 29172

October 19, 2021, 11:35 am

Arrived at USPS Regional Facility

COLUMBIA SC PROCESSING CENTER

October 18, 2021, 9:46 pm
Arrived at USPS Regional Facility
GREENVILLE SC DISTRIBUTION CENTER

October 18, 2021, 8:31 pm
Accepted at USPS Origin Facility
SPARTANBURG, SC 29306

October 18, 2021, 6:11 pm
Shipping Label Created, USPS Awaiting Item
SPARTANBURG, SC 29306

USPS Tracking Plus™**Product Information**

Feedback

Postal Product:	Features:	See tracking for related item: 420293069490911899561397747192
First-Class Mail®	Certified Mail Restricted Delivery Return Receipt	(/go/TrackConfirmAction? tLabels=420293069490911899561397747192)

See Less ▲**Can't find what you're looking for?**

Go to our FAQs section to find answers to your tracking questions.

FAQs



South Carolina Department of Insurance

EXHIBIT B

HENRY McMASTER
Governor

RAYMOND G. FARMER
Director

October 20, 2021

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
PROGRESSIVE DIRECT INSURANCE COMPANY
c/o CT Corporation System
2 Office Park Court, Suite 103
Columbia, SC 29223

Dear Sir:

On October 20, 2021, I accepted service of the attached Summons and Complaint on your behalf. I am, hereby, forwarding that accepted process on to you pursuant to the provisions of S.C. Code Ann. § 38-5-70. By forwarding accepted process on to you, I am meeting a ministerial duty imposed upon me by S.C Code Ann. § 15-9-270. I am not a party to this case. The State of South Carolina Department of Insurance is not a party to this case. It is important for you to realize that service was effected upon your insurer on my date of acceptance for service.

You must promptly acknowledge in writing your receipt of this accepted process to spurvis@doi.sc.gov. When replying, please refer to File Number 186234, Lynn Freeman, et al. v. PROGRESSIVE DIRECT INSURANCE COMPANY, 2021-CP-02-02189.

By:

A handwritten signature in black ink, appearing to read "Gwendolyn McGriff".

Gwendolyn McGriff
General Counsel
(803)737-6732

Sincerely Yours,

Raymond G. Farmer
Director
State of South Carolina
Department of Insurance

Attachment

CC: Shane W. Rogers
Post Office Drawer 5587
Spartanburg, SC 29304

Certificate of Electronic Notification

Recipients

Shane Rogers - Notification transmitted on 11-04-2021 01:51:27 PM.

***** **IMPORTANT NOTICE - READ THIS INFORMATION *******
NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2021CP0202189

Official File Stamp: 11-04-2021 01:51:06 PM

Court: CIRCUIT COURT
Common Pleas
Aiken

Case Caption: Lynn Freeman VS Progressive Direct Insurance Company

Document(s) Submitted: Service/Certificate Of Service Certified Mail
- Exhibit/Filing of Exhibits

Filed by or on behalf of: Shane William Rogers

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:

Shane William Rogers for Lynn Freeman

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

Progressive Direct Insurance Company